

1 BILL NO. S-81-02-14

2 SPECIAL ORDINANCE NO. S- 45-81

3
4 AN ORDINANCE approving a contract for
5 Street Lighting Resolution No. 147-80-002
6 between the City of Fort Wayne, Indiana,
7 and The Weikel Line Company, Inc., Con-
8 tractor for installation of street lights
9 in Crestwood Colony Addition, Phase II.

10 BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF
11 FORT WAYNE, INDIANA:

12 SECTION 1. That a certain contract dated January 21,
13 1981, between the City of Fort Wayne, Indiana, by and through
14 its Mayor and the Board of Public Works, and The Weikel Line
15 Company, Inc., Contractor for:

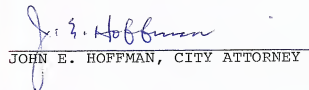
16 installation of ornamental street
17 lighting in Crestwood Colony Addition,

18 under Board of Public Works Street Lighting Resolution No.
19 147-80-002, at a total cost of \$39,680.95, all as more par-
20 ticularly set forth in said contract which is on file in the
21 Office of the Board of Public Works and is by reference in-
22 corporated herein and made a part hereof, be and the same is
23 in all things hereby ratified, confirmed and approved.

24 SECTION 2. That this Ordinance shall be in full force
25 and effect from and after its passage and approval by the
26 Mayor.

27 
COUNCILMAN

28 APPROVED AS TO FORM AND
29 LEGALITY FEBRUARY 5, 1981.

30 
JOHN E. HOFFMAN, CITY ATTORNEY

Read the first time in full and on motion by Burns, seconded by J. Schmidt, and duly adopted, read the second time by title and referred to the Committee City Utilities (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on 2 the 19, at 0 o'clock M., E.S.T.

DATE: 2-17-81

Charles W. Westerman
CHARLES W. WESTERMAN
CITY CLERK

Read the third time in full and on motion by Burns, seconded by J. Schmidt, and duly adopted, placed on its passage. PASSED (~~LOST~~) by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>TO-WIT:</u>
<u>TOTAL VOTES</u>	<u>8</u>				
<u>BURNS</u>	<u>✓</u>				
<u>EISBART</u>	<u>✓</u>				
<u>GIAQUINTA</u>	<u>✓</u>				
<u>NUCKOLS</u>	<u>✓</u>				
<u>SCHMIDT, D.</u>				<u>✓</u>	
<u>SCHMIDT, V.</u>	<u>✓</u>				
<u>SCHOMBURG</u>	<u>✓</u>				
<u>STIER</u>	<u>✓</u>				
<u>TALARICO</u>	<u>✓</u>				

DATE: 2-24-81

Charles W. Westerman
CHARLES W. WESTERMAN - CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ZONING MAP) (GENERAL) (ANNEXATION) (SPECIAL) (APPROPRIATION) ORDINANCE (RESOLUTION) No. S-45-81 on the 24th day of February, 19 81.

Charles W. Westerman ATTEST:
CHARLES W. WESTERMAN - CITY CLERK

(SEAL)
John Nuckols
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 25th day of February, 19 81, at the hour of 11:30 o'clock A. M., E.S.T.

Charles W. Westerman
CHARLES W. WESTERMAN - CITY CLERK

Approved and signed by me this 5th day of March 19 81, at the hour of 4 o'clock P. M., E.S.T.

Winfield C. Moses, Jr.
WINFIELD C. MOSES, JR.
MAYOR

BILL NO. S-81-02-14

REPORT OF THE COMMITTEE ON CITY UTILITIES

WE, YOUR COMMITTEE ON City Utilities TO WHOM WAS REFERRED AN
ORDINANCE approving a contract for Street Lighting Resolution No.
147-80-002 between the City of Fort Wayne, Indiana, and
The Weikel Line Comapny, Onc., Contractor for installation
of Street lights in Crestwood Colony Addition, Phase II

HAVE HAD SAID ORDINANCE UNDER CONSIDERATION AND BEG LEAVE TO REPORT
BACK TO THE COMMON COUNCIL THAT SAID ORDINANCE DOES PASS.

PAUL M. BURNS, CHAIRMAN

VIVIAN G. SCHMIDT, VICE CHAIRMAN

BEN A. EISBART

SAMUEL J. TALARICO

ROY J. SCHOMBURG

Paul M. Burns
Vivian G. Schmidt
Ben Eisbart
Samuel J. Talarico
Roy J. Schomburg

CONCURRED IN

DATE 2/24/81 CHARLES W. WESTERMAN, CITY CLERK

70-101-46 1/21/81

CONTRACT
Res. No. 147-80-002

STATE OF INDIANA)
COUNTY OF ALLEN) SS

THIS AGREEMENT made and entered into this, the 21st
day of January 1981, by and between:

The City of Fort Wayne

The party of the first part, termed in this agreement and the Contract Documents as the "Purchaser," and

The Weikel Line Co., Inc.

The part of the second part, termed in this agreement and the Contract Documents as the "Contractor":

WITNESSETH:

THAT, WHEREAS, the Board of Public Works has heretofore caused to be prepared certain contract documents for furnishing labor and equipment and performing work therein fully described, and the Contractor did, on the _____ day of _____ file with the Board of Public Works, a copy of said contract documents, together with his offer and terms therein fully stated and set forth, and,

WHEREAS, the said contract documents accurately and fully describe the terms and conditions upon which the Contractor is willing to furnish the labor and equipment and perform the work called for by the said contract documents and in the manner and time of furnishing and performing same.

IT IS THEREFORE, AGREED:

FIRST - That a copy of said contract documents filed as aforesaid be attached hereto and that the same do in all particulars become the agreement and contract between the parties hereto in all matters and things set forth therein and described, and further, that both parties hereby accept and agree to the terms and conditions of said contract documents so filed, for the following:

To light the Crestwood Colony Addition Phase II with underground wiring by,

The Weikel Line Co., Inc. in the amount of \$39,680.95.

SECOND - The Contract Documents hereto annexed are made a part of this agreement and contract as fully and as absolutely as if herein set out verbatim.

This contract consists of the following component parts all of which are as fully a part of this contract as if herein set out verbatim, or if not attached, as if hereto attached:

1. Advertisement for bids
2. Instructions to bidders
3. Specifications and special provisions
4. Detailed specifications and addendum
5. Construction drawings
6. Application for cut permits into Fort Wayne street, county roads and/or State highways
7. Street barricade maintenance information
8. Contractor's bid
9. Material list
10. Bidder's Bond
11. Non-Collusion Affidavit
12. Certificate in lieu of financial statement
13. Certificate in lieu of Equal Employment Statement and Affirmative Action Program
14. Equal Opportunity Clause
15. Federal Labor Standards Provisions
16. Copeland "Anti Kick Back" Act (18 U.S.C. Sec. 874)
17. Davis-Bacon Act
18. Federal Wage Scale
19. State Prevailing Wage Scale
20. This Contract
21. Performance Bond

In the event that any provisions in any of the above component parts of this contract conflicts with any provision in any other of the component parts, the figured dimensions and sizes specified are to take precedence over scale measurements, or should any part of the work, materials or apparatus be dimensioned or sized differently on different drawings or different parts of the same drawings, the larger or heavier sizes shall take precedence unless otherwise directed or corrected by the engineer.

THIRD - The unit prices agreed to in this contract will remain in effect until the work covered under this contract is completed.

FOURTH - This contract is executed in duplicate.

FIFTH - It is further stipulated that not less than the general prevailing rate of wages as ascertained by the City of Fort Wayne or the Indiana Department of Labor shall be paid to all workmen performing work on this contract.

SIXTH - It is further stipulated that Contractor shall pay all lawful claims or indebtedness which may accrue, by operation of law and otherwise, to any persons, firm or corporation on account of any labor or service performed or material furnished or service rendered, in the carrying forward, performing, and completing of said contract including Subcontractors, laborers, materialmen, and those performing service on account of or directly in connection with the completion of said contract.

SEVENTH - It is further stipulated that any judgment rendered against the City of Fort Wayne or any official thereof, in any suits for damages for injury to real or personal property, or for any injury, sustained by any person growing out of any act or doing of Contractor, or its agents, employees or workmen and that any judgment of any court or award of any Board of Arbitrations or of the State Industrial Board of the State of Indiana rendered against the City of Fort Wayne in any suit or claim arising under said Workmen's Compensation Acts, of the State of Indiana, now in force, relating to compensation for accidental injuries or death suffered by his employees or the employees of any Subcontractor or Subcontractors in the course of their employment, when notice of the pendency of such suit, hearing or arbitration shall have been given said Contractor, shall be conclusive against Contractor as to amount, liability and all other things pertaining thereto; it being the intent of the parties hereto that Contractor indemnify and hold harmless City in the premises.

EIGHTH - The Contractor further agrees to be bounded by Section 15-13 (as amended), of the Code of the City of Fort Wayne, Indiana of 1974, passed by the Common Council of the City of Fort Wayne, Indiana as General Ordinance No. G-34-78 (as amended) on December 12th, 1978, a copy of which Section is attached, and incorporated herein and made a part hereof. (NE/1 -NE/3).

NINTH - The Contractor shall furnish a Performance Bond in a form acceptable to the City of Fort Wayne for the full value of the work.

BILL NO. G-78-10-41 (as amended)

GENERAL ORDINANCE NO. G-34-78 (as amended)

AN ORDINANCE amending Chapter 15 of the Code of the City of Fort Wayne, Indiana of 1974.

BE IT ENACTED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That Section 15-13 "Employment under Municipal Contract," Article III, Chapter 15 of the Code of the City of Fort Wayne, Indiana of 1974 is amended to be and read as follows, to wit:

"Sec. 15-13 Same - Under Municipal Contract.

15-13-1 Definitions. As used in this Section, the following words have these meanings:

- a. The terms "Discriminates," "discriminating," "discriminatory" mean and include:
 - (1) to promote segregation or separation in any manner, to treat any person differently, or to exclude from or fail or refuse to extend to any person equal opportunities with respect to hiring, termination, compensation, or other terms, conditions or privileges of employment, because of the race, religion, sex, color, national origin or handicap of any such person;
 - (2) also, to fail to make reasonable accommodation to the known physical or mental limitations of an otherwise qualified handicapped employee;
 - (3) also, to fail to make reasonable accommodation to the religious observance or practice of any employee or prospective employee unless the employer can demonstrate that the accommodation would impose an undue hardship on the conduct of the employer's business;
 - (4) also, to make, print or publish, or cause to be made, printed or published any notice, statement, or advertisement with respect to employment that indicates a preference, limitation, specification or discrimination based on race, sex, religion, color, national origin or handicap;
- (5) the following practices are not included in the meaning of "discrimination":
 - (a) for any not-for-profit association, incorporated or otherwise, organized exclusively for fraternal or religious purposes, to devote its resources to its own religion or denomination, or to give employment preference to its own members,

- (b) for any not-for-profit association, incorporated or otherwise, established for the purpose of offering or providing education, training or other social services and benefits to handicapped persons, to devote its resources to such handicapped persons with respect to such education, training or social services and benefits.

b. The term "handicap" means and includes:

- (1) any physical or mental impairment which substantially limits one or more of a person's major life activities; or
- (2) a record of such an impairment, and includes,
- (3) a person who is regarded as having such an impairment; provided that,
- (4) this term does not include drug or alcohol abuse or addiction.

c. The term "obstruct" means and includes the actions of any person knowingly obstructing the fair and lawful enforcement of this Article of this Chapter by coercing or intimidating any complainant or prospective complainant, or any witness to any act of discrimination as defined herein, after such person has received actual notice of a discrimination charge or has been served notice of a complaint filed.

d. The term "retaliate" means and includes the actions of any person in discriminating against any other person with regard to, or denying any other person access to or opportunities in employment, because any such other person has opposed any practice made unlawful by this Article of this Chapter, or because such other person has made a charge, testified, assisted or participated in any manner in an investigation, proceeding, or hearing under this Article of this Chapter.

15-13-2 Mandatory Covenants. Every contract for or on behalf of the City of Fort Wayne for the construction, alteration or repair of any public building or public work or the performance of any other work or service shall contain provisions by which the contractor agrees, as follows:

- a. That in the performance of work under such contract or any subcontract thereunder, the contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor, will not discriminate against any person who is qualified and available to perform the work to which the employment relates.
- b. That such contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor will not obstruct the enforcement of this Article of this Chapter.
- c. That such contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor will not retaliate against any person.

15-13-3 Enforcement. Enforcement of this Article of this Chapter shall be through order of the Board of Public Works, in the following manner:

- a. Whenever any member of the Board of Public Works, or whenever the Affirmative Action Officer who is assigned to help watch over public contracts has reason to believe that any of the provisions hereof have been violated, the matter may be referred to the Metropolitan Human Relations Commission for investigation and initiation of discrimination charges against the contractor or subcontractor. Cases over which the Commission has no jurisdiction shall be investigated by said Affirmative Action Officer.
- b. A final order of the Metropolitan Human Relations Commission shall be forwarded to the Board of Public Works, which may invoke one of the remedies set forth in Sub Section 15-13-4 hereof. If it is a matter over which the Metropolitan Human Relations Commission has no jurisdiction, the Board of Public Works shall conduct a hearing to determine whether there has been a breach of this Article of this Chapter. In so doing, the Board may call upon the Commission for consultation.

15-13-4 Remedies. Upon finding that a contractor or sub-contractor or any person acting on behalf of such contractor or subcontractor has violated a provision or provisions of this Article of this Chapter, whether discriminating, obstructing, retaliating, or otherwise, the Board of Works may:

- a. Deduct from the amount payable to the contractor by the City of Fort Wayne under such contract a penalty of no less than ten dollars (\$10.00) per day, per violation, nor more than one thousand dollars (\$1,000.00) per day, per violation. Each day on which a continuing violation exists, shall be deemed a separate offense; or,
- b. The Board of Works may cancel or terminate the contract, and all money due or to become due thereunder may be forfeited, for a second or any subsequent violation of this article of this Chapter.

SECTION 2. That Chapter 15, Article III, of the Code of the City of Fort Wayne, Indiana of 1974 is further amended by adding thereto a new section 15-13A, which shall be and read as follows, to wit:

"Sec. 15-13A. A verbatim copy of Sec. 15-13 may be attached as an exhibit to and incorporated in and made a part of any contract made by or on behalf of the City of Fort Wayne, Indiana for any public work; which shall constitute compliance with Sec. 15-13-2."

STREET BARRICADE MAINTENANCE INFORMATION

Listed below are the names and telephone numbers of the persons responsible for the maintenance of the barricades necessary for the duration of this contract.

<u>NAME</u>	<u>TELEPHONE NUMBER</u>
<u>Don Waldrop</u>	<u>447-4778</u>
<u>Don Weikel</u>	<u>657-5877</u>
<u>Steve Hertig</u>	<u>632-5779</u>
<u>Randy Wells</u>	<u>657-5553</u>

The Weikel Line Co., Inc
Contractor

Resolution No. 147-80-002



THEMIZED PROPOSAL

PROJECT NAME Crestwood Colony Addition

PHASE II

RES. NO. 147-80-002

[illegible]

SHEET 1 OF 1

PREPARED BY: Don Waldrop

DATE: 12-10-80

DATE: 12-10-80
Roy Waldrop, V-Res

STREET LIGHTING

EQUIPMENT LIST

D. PRATT

Stock No.	ISSD	Part	MAST ARMS.	Stock No.	ISSD	Part	WIRE
14-51			6 FT Wood Pole	4-100			3/4 #12 UF
14-53			30" " "	4-120			3/4 #10 UF
14-54			4 FT " "	4-150			1/2 #8 UF
14-56			6 FT " "	4-180			#8 VULKANE
14-37			8 FT " "	4-300			3/4 #6 ALUM.
14-39			12 FT 1 1/2" " "	4-343			3/4 #5 ALUM.
14-40			16 FT 1 1/2" " "	4-350			1/2 #4 UF
14-43			6 FT 2" " "	4-355	2975		3/4 #4 UF
14-45			12 FT 2" " "	4-340			3/4 #2 DUCT-CABLE
14-46			16 FT 2" " "	18-44	2855		1/2 #12 TW
14-166			6 FT 2" CONCRETE POLE				
14-172			15 FT 2" " "				
14-485			11 FT 10" 2" ALUM POLE				CONDUIT:
14-489			2 FT COND TRAILER + LIGHTING	5-10			1/2"
14-490			1 FT 2" FOR ALUM. POLE	5-11			3/4"
14-492			8 FT 2" " "	5-12			1"
14-497			15 FT 2" FOR 50 FT POLE	5-13			1 1/4"
14-498			8 FT FOR 16-490 POLE	5-14	150		1 1/2"
				5-15			2"
			FIXTURES				
14-69			PMA 117	21-83			2" PLASTIC
14-104			175 Watt TWIN C. Country	19-291	5000		1 1/2" TUBING
14-139			400 " " "				
14-175			SING. STYLEAIRE				CONTROLS
14-176			TWIN STYLEAIRE				50 AMP
14-342			400 Watt MERC W/PC		5		40 AMP
14-345			440 " " N/PC				60 AMP
14-357			4 Sided Hada 175W				100 AMP
14-359			175 W LAWN MIZE				
14-362			4 Sided HADAD				
14-366			175 W PACKAGE LIGHT				PHOTO CELLS
14-365			175 W W/PC				
14-366			175 W OBEN				
14-367			175 W N/PC		5		1000 WATT 120 Volt
	118		100 W Sodium T/C				1500 WATT 120 Volt
			150 W " ENCLOSED				1000 WATT 240 Volt
14-364			250 W " "				SHARPING CAP.
14-365			400 W " "				
14-367			1000 W " "				
			250 W " ELK				MISC.
			400 W Flood MERC.	3-20			J. Hook
			1000 W " "	3-21			GRIP
			1500 W QUARTZ M.B.				
			" " N.B.	19-247	38		TAPE (88)
			" " W.B.				
			2 LAMP FLAME		5		90° ell - 1 1/2"
			4 " "		236		Mult. Comp. Fittings
			Socket Position				
			POLES				
14-71			12 FT FOR PMA				
14-149			25 FT ALUM FOR TRANS. BASE				
14-163			25 FT Concrete (in line)				
14-163X			" " (DANDED)				
14-164			28 FT " "				
14-165			28 FT " (in line)				
14-174			27 FT " Bolt Down				
14-450	118		16 FT EMERGED BLK				
14-452			16 FT " Silver				
14-454			12 FT Anchor Base BLK				
14-456			12 FT " " Silver				
14-458			8 FT " " BLK				
14-470			30' " " UNIVERSAL				
14-472			30' " " O.H. ANULUS				
14-474			30' " " OVERS				
14-476			35' " " UNIVERSAL				
14-478			35' " " 2-BKT				
14-479			35' " " 1-BKT				
14-480			35' " " TRANS. BASE				
14-491			TRANS. BASE - 25' POLE				
14-495			50' ALUM. 21 TRANS. BASE				
14-496			TRANS. BASE - 50' POLE				

DATE

RECEIVED BY

53488 B
WORK ORDER

DATE

ISSUED BY

TO BE EXECUTED BY BIDDER AND SURETY COMPANY BEFORE DEPOSITING BID:

BIDDER'S BOND

Know All Men By These Presents:

That we THE WEIKEL LINE COMPANY, INC.

as principal and

RELIANCE INSURANCE COMPANY

and

as Sureties, are held and firmly bound unto the City of Fort Wayne, Indiana in the sum of 10% of Maximum Bid ----- Dollars (\$ ---) to be paid to the said City of Fort Wayne, Indiana, or its successors or assigns, for the payment of which, well and truly to be made, we hereby bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

Signed and sealed at Fort Wayne, Indiana this 10th day of

December, 19 80.

The condition of this obligation is such that if the accompanying bid or proposal of street lighting Crestwood Colony Addition Contract #147-80-002 Phase 11 made this day to the City of Fort Wayne, State of Indiana, is accepted, and the contract awarded to the above bidder, and the bidder shall, within ten (10) days after such award is made, enter into contract with the City of Fort Wayne, State of Indiana, for the work bid upon; and give bond as required: then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Signed at Fort Wayne, Indiana this 10th day of

December, 19 80.

THE WEIKEL LINE COMPANY, INC.

BY: Richard P. V. Pres

Principal



RELIANCE INSURANCE COMPANY

BY: Fred L. Tagtmeyer

Surety
Fred L. Tagtmeyer
Attorney-in-fact

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, That the RELIANCE INSURANCE COMPANY, a corporation duly organized under the laws of the State of Pennsylvania, does hereby make, constitute and appoint **Bernard M. Niezer, Gerald C. Kramer, Gerald C. Kramer, Jr., Fred L. Tagtmeyer, Walter E. Manske and Louis H. Andrews, individually, of Fort Wayne, Indiana,** its true and lawful Attorney-in-fact, to make execute, seal and deliver for and on its behalf, and as its act and deed any and all bonds and undertakings of Suretyship,

and to bind the RELIANCE INSURANCE COMPANY thereby as fully and to the same extent as if such bonds and undertakings and other writings obligatory in the nature thereof were signed by an Executive Officer of the RELIANCE INSURANCE COMPANY and sealed and attested by one other of such officers, and hereby ratifies and confirms all that its said Attorney(s)-in-fact may do in pursuance hereof.

This Power of Attorney is granted under and by authority of Article VII of the By-Laws of RELIANCE INSURANCE COMPANY which became effective May 11, 1962, which provisions are now in full force and effect, reading as follows:

ARTICLE VII - Execution of Bonds and Undertakings

SECTION 1. The Board of Directors, the President, or any Vice-President or Assistant Vice-President shall have power and authority to: (a) appoint Attorneys-in-fact and to authorize them to execute on behalf of the Company, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and (b) to remove any such Attorney-in-fact at any time and revoke the power and authority given to him.

SECTION 2. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power of attorney issued to them, to execute and deliver on behalf of the Company, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof. The corporate seal is not necessary for the validity of any bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under and by authority of the following Resolution adopted by the Board of Directors of RELIANCE INSURANCE COMPANY at a meeting held on the 8th day of May, 1959, at which a quorum was present, and said Resolution has not been amended or repealed:

"Resolved, that the signatures of such directors and officers and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached."

IN WITNESS WHEREOF, the RELIANCE INSURANCE COMPANY has caused these presents to be signed by its Vice-President, and its corporate seal to be hereto affixed, this 20th day of February 1973

RELIANCE INSURANCE COMPANY



Vice-President

STATE OF Pennsylvania }
COUNTY OF Philadelphia } ss

On this 20th day of February, 1973, personally appeared J.H. McDermott

to me known to be the Vice President of the RELIANCE INSURANCE COMPANY, and acknowledged that he executed and attested the foregoing instrument and affixed the seal of said corporation thereto, and that Article VII Section 1 and 2 of the By-Laws of said Company, set forth therein, is still in full force.

My Commission Expires:

April 26, 1976



Notary Public in and for State of Pennsylvania

Residing at Philadelphia

I, W. F. Brunner, Assistant Secretary of the RELIANCE INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said RELIANCE INSURANCE COMPANY, which is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company this 10th day of December 1980.

W. F. Brunner
Assistant Secretary



IN TESTIMONY WHEREOF, the bidder has hereunto set his hand this _____ day of _____, 19____.

Bidder

IN TESTIMONY WHEREOF, the bidder (a firm) have hereunto set their hands and seals this _____ day of _____, 19____.

FIRM NAME _____

(By _____

Individual
Names

(By _____

IN TESTIMONY WHEREOF, the bidder (a corporation) has caused this proposal to be signed by its President and Secretary and affixed its corporate seal this 10 th day of December, 19 80.

SEAL



The Weikel Line Co., Inc.
Name of Corporation

Don Weikel *[Signature]*
President

Don Waldrop *[Signature]*
Secretary

NOTE 1. If the bidder is a corporation, it is incorporated under the law of the State of Indiana.

If the bidder's proposal is accepted, the contract will be signed by:

Don Weikel *[Signature]*
Title: President

Don Waldrop *[Signature]*
Title: Secretary

NOTE 2. Use this form if certified check accompanies bid:

Enclosed herewith find certified check for \$ _____, being _____ % of the maximum bid herein, made payable to: _____

The Name of Officer and Municipality

the proceeds of which are to remain the absolute property of said

Municipality

if _____

Bidder

shall not within _____ days after notice of acceptance of the within bid, enter into a written contract, and secure said contract by a bond for the full amount of the contract to the approval of the proper officials of said _____

Municipality

NOTE I. If the bidder is a corporation, it is incorporated under the laws of the State of _____.

If the bidder's proposal is accepted, the contract will be signed by:

TITLE: _____

TITLE: _____

NOTE II. Use this form if cashier's or certified check accompanies bid:

Enclosed herewith find cashier's or certified check for \$ _____, being 10% of the maximum bid herein, made payable to:

Name of Officer and Municipality

the proceeds of which are to remain the absolute property of said _____

Municipality If _____ Bidder

shall not within _____ days after notice of acceptance of the within bid, enter into a written contract, and secure said contract by a bond for the full amount of the contract to the approval of the proper officials of said _____

Municipality

NOTE III. Use this form if bidder's bond accompanies bid:

Enclosed herewith find a bidder's bond in an amount equal to ten (10) percent of maximum bid herein, subject to the approval of the Board of Public Works, conditioned as follows: that if the Board of Public Works shall award The Weikel Line Co., Inc the contract for said work, and if The Weikel Line Co., Inc shall enter into a contract and furnish a 100% performance bond as required within 10 days from the date he is notified of the acceptance of his bid, then the obligation of said bond shall be null and void, otherwise to remain in full force and effect.

PERFORMANCE AND GUARANTEE BOND

KNOW ALL MEN BY THESE PRESENTS, that we _____
as Principal, and the _____

_____, a corporation organized under the laws of the
State of _____, and duly authorized to transact business in the
State of Indiana, as Surety, are held firmly bound unto the City of Fort Wayne,
Indiana, an Indiana Municipal Corporation in the sum of _____

(\$ _____), for the payment whereof well and truly to be made,
the Principal and Surety bind themselves, their heirs, executors, administrators,
successors and assigns, jointly and severally, firmly by these presents. The
condition of the above obligation is such that

WHEREAS, the Principal did on the _____ day of _____, 19____,
enter into a contract with the City of Fort Wayne to construct

at a cost of \$ _____, according to certain plans and specifications
prepared by or approved by the City.

WHEREAS, the grant of authority by City to so construct such improvement
provides:

1. That said improvement shall be completed according to said plans and
specifications, and contractor shall warrant and guarantee all work, mater-
ial, and conditions of the improvement for a period of one (1) year from
the date of final acceptance in writing by the Owner;
2. There shall be filed with the City, within thirty (30) days after comple-
tion, a Completion Affidavit;
3. Said Principal is required to agree to make such adjustments, modifica-
tions, and repairs as required by the City within thirty (30) days after
notice.

WHEREAS, said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work or to the specifications.

NOW THEREFORE, if the principal shall faithfully perform all of the terms and conditions required of it by the contract and shall for one (1) year after acceptance of said improvement by City warrant and guarantee said improvement and shall indemnify the City for all loss that City may sustain by reason of the Principal's failure to comply with any of the terms of the authorization, then this obligation shall be void, otherwise it shall remain in full force and effect.

(Contractor)

BY: _____

ITS: _____

ATTEST:

(Title) CORPORATE SECRETARY

Surety

*BY: _____

Authorized Agent
(Attorney-in-Fact)

*If signed by an agent, power of attorney must be attached

ATTACH POWER OF ATTORNEY

NON-COLLUSION AFFIDAVIT

The bidder, by its officers and _____

agents or representatives present at the time of filing this bid, being duly sworn on their oaths, say that neither they nor any of them have in any way, directly or indirectly, entered into any arrangement or agreement with any other bidder, or with any public officer of such City of Fort Wayne, Indiana, whereby such affiant or affiants or either of them, has paid or is to pay to such other bidder or public officer any sum of money, or has given or is to give such other bidder or public officer anything of value whatever, or such affiant or affiants or either of them has not directly or indirectly, entered into any arrangement or agreement with any other bidder or bidders, which tends to or does lessen or destroy free competition in the letting of the contract sought for by the attached bids, that no inducement of any form or character other than that which appears upon the face of the bid will be suggested, offered, paid or delivered to any person whomsoever to influence the acceptance of the said bid or awarding of the contract, nor has this bidder any agreement of understanding of any kind whatsoever, with any person whomsoever to pay, deliver to, or share with any other person in any way or manner, any of the preceeds of the contract sought by this bid.

Don Weikel, President Don Weikel

Don Waldrop, Vice-President Don Waldrop

Subscribed and sworn to before me by Don Weikel
this 10 th day of December, 19 80. President

Edwin Priesse
Notary Public- Edwin Priesse

My Commission Expires: 9-15-83

Subscribed and sworn to before me by Don Waldrop
this 10 th day of December, 19 80. Vice-President

Edwin Priesse
Notary Public- Edwin Priesse

My Commission Expires: 9-15-83

Subscribed and sworn to before me by _____
this _____ day of _____, 19 ____.

Notary Public

My Commission Expires: _____

CERTIFICATE IN LIEU OF FINANCIAL STATEMENT

I, Don Waldrop, the Vice-President
(Name)


and Secretary of The Weikel Line Co., Inc.,
(Position) (Company)

hereby certify:

(1) That the Financial Statement of said company, (filed November 6, 1980) dated the 31 st day of March, 1980, now on file in the office of the Board of Public Works of the City of Fort Wayne, Indiana, which Financial Statement is by reference incorporated herein and made a part hereof, is a true and correct statement and accurately reflects the financial condition of said company as of the date hereof;

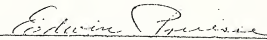
(2) That I am familiar with the books of said company showing its financial condition and am authorized to make this certificate on its behalf.

Dated: December 10, 1980



(Signature) Don Waldrop

SUBSCRIBED AND SWORN TO before me, a Notary Public in and for said County and State, this 10 th day of December, 1980.


Edwin Pruesse

My commission expires:

9-15-83

EQUAL EMPLOYMENT STATEMENT AND
AFFIRMATIVE ACTION PROGRAM

I Don Waldrop, the Vice-President, of The Weikel Line Co., Inc
(name) (position) (company)

hereby certify:

- (1) That the Equal Employment Statement and the Affirmative Action Program of said company, dated the 6 th day of November, 1980, is now on file with the Equal Employment Opportunity Office of the City of Fort Wayne, Indiana.
- (2) That the Equal Employment Statement and the Affirmative Action Program has been approved by the Equal Employment Opportunity Officer of the City of Fort Wayne, Indiana.
- (3) That said company ~~is~~ is not Signatory to the Fort Wayne and Area Plan either by direct agreement to the Plan or by virtue of a contract agreement with a Union that is signatory to the Plan.

Dated: December 10, 1980

State of Indiana

County of Allen

Don Waldrop

(signature)

Edwin Priesse
Notary - Edwin Priesse

My commission expires:

Seal:

9-15-83

Resident of

Allen

County

as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulation and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally

assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: PROVIDED, HOWEVER, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

IN FAITH WHEREOF, Witness the hands and seals of both parties on the day and year in this agreement first above written.

APPROVED:

MAYOR

ATTEST: Clerk

BOARD OF PUBLIC WORKS

CONTRACTOR: The Weikel Line Co., Inc.



278 Woodburn, In 46797

Vice-President, Don Waldrop

Approved in Form & Legality

By:

BY:

Secretary, Don Waldrop

ASSUBscribed and sworn before me on this 18 day of December, 1980

Notary- Edwin Priesse

My license expires Sept 15- 1983

SS-SEMI SKILLED
US-UNSKILLED
IF-INDUSTRIAL FUND
PW-PER WEEK

We, the undersigned committee, being appointed to prepare a schedule of the prevailing wages to be paid in connection with, ALL CONSTRUCTION AND MAINTENANCE CONTRACTS AWARDED BY THE BOARD OF WORKS, CITY OF FT. WAYNE, INDIANA, DURING THE MONTHS OF OCTOBER, NOVEMBER, AND DECEMBER 1980.

in compliance with the provisions of CHAPTER § 319 of the acts of the GENERAL ASSEMBLY of INDIANA, 1935, have established a schedule as hereinafter set forth for the following trades to wit;

TRADES OR OCCUPATION	CLASS	RATE PER HR.	HS&W	PEN	VAC	APP.	MISC.
ASBESTOS WORKER	S	15.00	.55	1.25			3if
BOILERMAKER	S	14.25	1.27½	1.00		3¢	
BRICKLAYER	S	13.11	.67	.80		2¢	6if
CARPENTER (BUILDING) (HIGHWAY)	S	11.80	.70	6¢		2¢	4if
	S	11.93	.70	.70		5¢	2if
CEMENT MASON	S	11.85	.75	.80		2¢	
ELECTRICIAN	S	14.05	.55	3¢+50		6¢	1&1if
ELEVATOR CONSTRUCTOR	S	13.53½	1.19½	.95	8¢	3½¢	
GLAZIER	S	11.79		.25	.40	4¢	28¢holid 25¢annui 2if
IRON WORKER	S	13.35	1.00	1.60		4¢	
LABORER (BUILDING) (HIGHWAY) (SEWER)	S-SS	9.35-10.35	.85	.75		9¢	
	US						
	S-SS-SS						
LATHER	S	12.33		.80		1¢	3if
	US						
	S-SS-SS						
MILLWRIGHT & PILEDRIVER	S	12.20	.70	6¢		2¢	4if
	US						
	S-SS-SS						
OPERATING ENGINEER (BUILDING) (HIGHWAY) (SEWER)	S	9.40-14.00	.75	.90		10¢	
	US						
	S-SS-SS						
PAINTER	S	10.70-11.70	.60	1.00		12¢	6misc.
	US						
	S-SS-SS						
PLASTERER	S	11.77	.60	.80			
PLUMBER & STEAMFITTER	S	14.48	.85	.90		7¢	7if
MOSAIC & TERRAZZO GRINDER	S	9.50-11.50					
ROOFER	S	12.90		.40			
SHEETMETAL WORKER	S	13.93	.72	.77		14¢	46¢asm 15if
	S-SS						
	US						
TEAMSTER (BUILDING) (HIGHWAY)	S	10.60½-11.55½	39.50pw	41.00pw			
	US						
	S-SS-SS						

If any CLASSIFICATIONS ARE OMITTED IN THE ABOVE SCHEDULE, THE PREVAILING WAGE SCALE SHALL BE PAID. The above and forgoing shall be the minimum prevailing wage scale for this project as set by the wage scale committee, but in no way shall it prevent the contractor or sub-contractor from paying a higher rate of wages than set out in the schedule of wages on file.

DATED THIS 26th DAY OF Sept 19 80

Steve Stanes
REPRESENTING GOVERNOR, STATE OF INDIANA
John H. Hall
REPRESENTING THE AWARDED AGENT.

Frank M. Rice
REPRESENTING STATE A.F.L. & C.I.O.

CITY OF FORT WAYNE, INDIANA
IMPROVEMENT OF STREET LIGHTING

INSTRUCTION TO BIDDERS

November 28 1980

1. Sealed proposals will be received by the Board of Public Works of the City of Fort Wayne, in the State of Indiana, until 9:00 am o'clock A.M., E.S.T. on the 10th day of December 1980, at which hour the Bids will be publicly opened and read for the following work:

CONTRACT NUMBER 147-80-002

CRESTWOOD COLONY ADDITION Phase II

The Bids will then be submitted to the Engineers for examination and comparison. Upon completion of their report as to the amounts of the different bids per unit price offered, the Board will proceed without unnecessary delay to award one contract to the lowest qualified Bidder. The Board reserves the right to reject any and all Bids.

2. Permission will not be given for the withdrawal or modification of any proposal after the same has been filed.

3. Each proposal shall be endorsed with the title of the work, the name of the Bidder, and the date of its presentation. All Bids shall be filed with the Clerk of the Board of Public Works, on or before the day and hour mentioned above and stated in the advertisement, and no proposal presented after this time shall be accepted.

4. No Bid will be accepted from or Contract awarded to any person, firm, or corporation that is in arrears to the City of Fort Wayne, upon any debt or contract, or who has failed to execute, in whole or in part, in a satisfactory manner, any contract with the City; or who is a defaulter as to surety or upon an obligation to the City of Fort Wayne for any reason.

5. All Bids must be upon the Bid Form which follows. It is to be understood that all provisions of Bid Form 96-A, as prescribed by the State Board of Accounts, are to be considered to be a part of the Bid Form which follows, with such additions incorporated therein as found necessary for this Project. The usual Statutory Affidavit shall be made on the form provided.

6. In accordance with the provisions of an Act of the General Assembly of the State of Indiana, Chapter 306, Page 1248, Acts of 1947, each bidder is required to submit under oath, with and as a part of his Bid, a statement of his experience, his proposed plan for performing the work, the equipment which he has available for the performance of the work, and a financial statement of his business. The statements must be submitted on forms prescribed by the State Board of Accounts, copies of which are bound herewith.

7. Each Bid must be accompanied by a Bond executed by the bidder and surety satisfactory to the Board of Public Works, in the sum of ten percent (10%) of the aggregate amount of the bid or proposal; or the bidder may deposit with the Board of Public Works, in lieu of such Bond, a certified check on a solvent bank, payable to the City of Fort Wayne, equal in amount to the amount required in such Bond. Said Bond, or certified check, is required as a guarantee that should the said Bid or proposal be accepted by the Board of Public Works, the bidder will, within ten (10) days from the time he shall have been notified of the acceptance of the same, enter into Contract with the City of Fort Wayne for the work bid upon, and give Bond with surety to be approved by the Board of Public Works, insuring the faithful completion of the Contract.

In case a Bid is not accepted, the obligation of the said Bond will be null and void and said certified check shall be returned to the bidder.

In case a Bid is accepted and the Bidder does enter into Contract with the City of Fort Wayne for the work bid upon, with ten (10) days from the time he shall have been notified of the acceptance of the same, and does furnish Contract Bond as required, then the obligation of the said Bond shall be null and void and the said certified check shall be returned to the Bidder.

In case a Bid is accepted and the Bidder shall refuse to or neglect to enter into a Contract with the City of Fort Wayne for the work, material or apparatus bid upon, within ten (10) days from the time he shall have been notified of the acceptance of the same, and furnish Contract Bond as required, then the obligation of the Bond shall remain in full force or effect and said certified check shall be forfeited to the City of Fort Wayne as ascertained and liquidated damages for failure to do so.

8. The successful Bidder, at the time of signing the Contract, will be required to furnish Bond (at his own expense) guaranteeing faithful execution of the Contract, in full amount of the Contract Price, executed by the Bidder and surety to be approved by the Board of Public Works, on the Bond Form marked "Performance Bond", and bound herewith. The Performance Bond shall contain the following clause:

"The said surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract accompanying the same, shall in any way effect its obligation on this alteration or addition to the terms of the Contract, or to the work, or to the Specifications".

9. Persons, firms and corporations submitting Bids or proposals shall demonstrate to the satisfaction of the Board, before entering into Contract, that they have proper facilities, expert workmen and experience to execute the Contract in a proper manner; otherwise, their Bids or proposals will not be considered.
10. Each Bidder is to submit, with his proposal, a list of his installations of work similar in size and type that are in successful operation.
11. All Affidavits sworn to before a Notary Public in states other than Indiana should have attached thereto a Certificate of the Clerk of the Circuit Court or a court of similar jurisdiction, that such Notary Public is authorized to administer oaths. The venue of the Affidavit should also be laid where the Affidavit is made.
12. The Board of Public Works may refuse to consider any Bid that is deficient in any of the fore-mentioned requirements.
13. The Specifications under which the work will be done may be obtained at the office of Board of Public Works, Ninth (9th) Floor of the City-County Building, Fort Wayne, Indiana, for a fee of ten dollars (\$10.00), payable to the Board of Public Works. This payment is non-refundable.
14. It shall be the responsibility of the Bidder to place his proposal in the hands of the Board of Public Works on or before the time stated for opening the proposals. If for any reason whatsoever, including unexpected delays in the delivery of the United States Mail, the proposal is received after the time that has been set for the opening of the proposals, the proposal will not be accepted.
15. Bidders are required to visit the Site and inform themselves fully of the conditions relating to construction and labor, under which the work will be done.
16. SPECIAL NOTE: All Persons, Firms, and Corporations submitting Bids for the Work shall obtain the PROPER PERMITS from the ELECTRICAL PERMIT DEPARTMENT to perform the work described herein.
17. Contractor who receives this contract is responsible to contact the HAD-HELP number (423-4357) to have all underground utilities located prior to actual construction, otherwise, contractor will be liable for damages to other utilities.

SPECIFICATION AND SPECIAL PROVISION

Street Lighting Resolution

147-80-002

The following special provisions are herein established in addition to the "General and Detailed Specifications", as supplemented, which is hereby made a part of the Contract Documents by reference and together will be referred to as the Standard Specifications. All work performed under this contract will be governed by the provisions of the Standard Specification except as modified or amended by these Special Provisions or the Plans or other Contract Documents prepared specifically for this contract by the Board of Public Works of the City of Fort Wayne, Indiana or an agent appointed by said Board.

The plans for this project, entitled CRESTWOOD COLONY

ADDITION Phase II

Public Safety

If at anytime, in the opinion of the engineer, the work is not properly lighted, barricaded and in all respects safe to public travel, persons on or about the work, or public or private property, the engineer shall have the right to order such safeguards to be erected and such precautions be taken as he deems advisable, and the contractor shall promptly comply with such orders. If, under such circumstances, the contractor does not or can not immediately put the same into proper and approved condition, or if the contractor or his representative are not upon the ground so that he can be immediately notified of the insufficiency of safety precautions, then the engineer may put the work into such a condition that it shall be, in his opinion, in all respects safe, and the contractor shall pay all expenses of such labor and materials as may have been used for this purpose by him or by the engineer. Such action of the engineer, or his failure to take such action, shall in no way relieve the contractor of the entire responsibility for any cost, loss, or damage by any party sustained on account of the insufficiency of safety precautions taken by him or by the engineer acting under authority of this section.

Protection to Property

Materials shall be neatly, safely and compactly piled up along the sides of the roadway in which the improvement is located or adjacent thereto, as the engineer may direct, in such a manner as to cause the least inconvenience and

damage to property and to the general public, and not within fifteen (15) feet of any fire hydrant. Private drives and street crossings shall be kept open. Shade trees and other improvements shall be protected from damage. Injury to lawns, trees, sidewalks, street or other improvements shall be made good by the contractor to the satisfaction of the engineer. The contractor shall at all times keep the work site clean and free of dust.

Cooperation with Utilities

The plans show all known utilities located within the limits of this contract according to information obtained from various utility companies. The accuracy of the plans in this respect is not guaranteed. The contractor will be required to cooperate his work with all utilities within the limits of this contract as directed by the engineer. The contractor is also required to locate all utilities forty-eight (48) hours before work commences by calling HAD-HELP, 423-4357.

Materials

The City of Fort Wayne, Indiana shall furnish all materials shown on the material schedule which is hereby made a part of the Contract Documents.

Aluminum Poles

All poles will be placed in a straight hole so that the bottom of the hand hole will be 8" from the top of grade. The hand hole will face the direction of incoming wire. The poles will be set in eighteen (18) to twenty (20) inches of polyurethane foam with a density of seven (7) pounds per cubic foot. The remainder of the hole shall be filled with spoil to within two (2) inches of grade and compacted to ninety-five (95) percent dry density as determined by a modified proctor. All poles shall be plumb after installation of the post top luminaire. All poles shall be grounded. Poles shall be placed at locations shown on plans or as designated by engineer.

Trenching

All trenching shall be twenty (20) inches deep parallel to the street and one foot from the face of the sidewalk. All backfill material shall meet the approval of the

engineer. All backfill material will be compacted to ninety-five (95) percent dry density as determined by a modified proctor. The contractor shall compact said trenches within three (3) days after the initial opening of the trench and said trench shall be backfilled the same day that it is opened. If the contractor does not comply with the backfill requirements five (5) percent of the unit price shall be deducted from the bid for each foot of trench which does not pass inspection.

Conduit

Where existing pavement is encountered (sidewalks, drive-ways or streets) the contractor shall bore or jack new conduit under the pavement at a depth of twenty (20) inches. Any wire passing under the pavement shall be installed in said conduit. Where trees are encountered the contractor shall bore or jack new conduit under said tree at a depth of twenty inches. The conduit length shall be computed as follows: trees sixteen (16) inches and larger (O.D. + 12 feet); trees fifteen (15) inches and smaller (O.D. + 6 feet).

Luminaire

The contractor shall include in his bid for the installation of the luminaire all necessary connections required to make the luminaire operational.

Underground Wire

Underground wire shall be buried twenty (20) inches deep. The contractor shall install five (5) feet of wire into the pole. All wires shall be protected at all times. There shall be no splices made in the cable or connection made in the ground. All connections will be made in the hand hole or in a specified hand hole in the ground.

Landscaping

The areas disturbed by the contractor shall receive a minimum of two (2) inches of loamy soil of a density of one hundred twenty five (125) pounds per cubic foot. The area shall be fine graded, fertilized, rolled and lightly mulched. Grass seed shall be sown at a rate of six (6) pounds per one thousand (1000) square feet of area. The seed mixture shall be as follows: 2 lbs./1000 sq.ft. chewing fescue; 2 lbs./1000 sq.ft. perennial rye; 2 lbs./1000 sq.ft. kentucky bluegrass. The fertilizer shall have a 4-16-16 analysis and be applied at the rate of five (5) pounds per one thousand square feet.

Salvage

All removal items designated as salvagable by the project engineer shall be the property of the City and shall be delivered to the Street Lighting Warehouse. All other items are the property of the contractor.

Progress Payments

This project is being financed by the Barrett Law revolving fund whereby the property owner will contribute \$3.27 per front foot of property abutting the project and the City shall pay the balance. The "revolving fund" provides for the City to hold all bonds which may be issued in payment of the property owners obligation thus assuring the contractor of a 100% cash contract. The contractor will be entitled to receive monthly progress payments, based upon an estimate of the work completed, approved by the engineer, and submitted to the Board of Public Works. These monthly progress payments shall not exceed ninety (90%) of the monthly estimate or the original contract sum which ever is the lesser.

Concrete Replacement

Where contractor finds it necessary to remove any part of a sidewalk to install conduit and/or cable for this job, it will be his responsibility to completely replace the sidewalk panels so damaged. Where it is necessary to cut driveways, streets, or alleys the trench will be overcut 8" on each side and replaced with concrete to the standing Street Department Specifications.

Removal

Contractor will be responsible for removal of the existing street light poles, fixtures, mast arms, etc. on the streets only in this area.

Controls

Contractor will install a 1 1/2", 90 ell and one 10' length of conduit on Utility riser poles and will leave sufficient wire to reach top of pole. City will install additional conduit and control at City's expense.

Contractor shall connect with #12 wire to ground lug at pole base and connect #12 wire to neutral wire with connectors furnished by City. From hand hole in the base of the pole to the ballast in the top of the pole, contractor will install #12 copper (TW) wire furnished by City.

FOUNDATION

Where pole locations are to be in curb walk, pole will be set on 18" x 18" x 4' reinforced concrete bases with grounding anchor bolts and entry sleeves. The City shall furnish the anchor bolts and sleeves where required.

The Continuity Test shall be made with an Ohmmeter properly scaled for measuring the resistance of the Power Cables. This test shall verify the following:

1. That each Power Cable is continuous to all of its termination points.
2. That the cable coding at all the termination points is consistent with cable coding at the supply point.
3. That the power cables are not crossed with the Neutral or with each other.
4. That the Main Circuit through each of its branches does not have unusual resistance values.

The entire completed installation shall be tested by circuit or by such portions as may be selected by the Engineer.

Galvanized Steel Conduit in the road shoulders shall be installed in trenches excavated to a neat line but in the shoulder surface. The trench shall be backfilled with fill gravel, and compacted to original density and the surface will be replaced with like material of original thickness.

Pole Standards shall be plumb after installation of the Post Top Luminaires.

All Aluminum Standards shall be grounded.

Curbwalk

All curbwalk removed will be replaced in accordance to Street Engineering specifications. It is expected that the adjacent pavement will receive some damage. The contractor shall replace any pavement damaged with full depth asphalt to a width as required by the engineer. It should also be noted that the pavement replacement will be paid for under asphalt patching as will the replacement of pavement where it is required to trench in the street.



THE CITY OF FORT WAYNE

board of public works

TO ALL CONTRACTORS WITHIN THE CITY LIMITS OF FORT WAYNE

"

Gentlemen:

The City of Fort Wayne Street Department has advised the Fort Wayne Board of Works that the third trick Street Department crews are spending approximately 50% of their time re-erecting barricades placed on various projects throughout the City. This responsibility of maintaining construction signs, barricades, etc., belongs entirely with the contractor.

Please refer to the attached copy of the City of Fort Wayne application for permit to cut into Fort Wayne streets, whereby the contractor is responsible to erect and maintain all necessary barricades. The City makes reference to The Indiana Manual on Uniform Traffic Devices for Highway Construction and Maintenance Operation; Indiana State Highway Commission -- date, 1975.

Maintaining these signs shall include necessary stabilizing of the signs whether this be accomplished by embedding the legs of the sign in the street or using sandbags as ballast on the lower crossarms or legs of the signs. Other procedures of installing ballast on signs may be devised by the contractor, however, under no circumstances, shall sandbag ballast be placed on the top of barricades. This has been determined as a hazard to the driving public. Should one of the signs be hit by a car, the sandbag could very well fly through the windshield of the car causing serious injury.

Effective January 1, 1978, a form will be included in bid documents requiring contractors to list name(s) and telephone number (s) of those responsible for maintaining barricades at all hours for each project.

If, after notification by City, contractor's representative does not immediately correct barricade problem and City must perform this work, a charge will be made against contractor.

THE FORT WAYNE BOARD OF PUBLIC WORKS.


Chairman


Member


Member

jg
Attachment

STREET BARRICADE MAINTENANCE INFORMATION

Listed below are the names and telephone numbers of the persons responsible for the maintenance of the barricades necessary for the duration of this contract.

<u>NAME</u>	<u>TELEPHONE NUMBER</u>
<u>Don Maldrop</u>	<u>447-4778</u>
<u>Don Weikel</u>	<u>657-5877</u>
<u>Steve Hertig</u>	<u>632-5779</u>
<u>Randy Wells</u>	<u>657-5553</u>

The Weikel Line Co., Inc
Contractor

Resolution No. 147-80-002



ITEMIZED PROPOSAL

PROJECT NAME Crestwood Colony Addition

PHASE II

RES. NO. 147-80-002

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE		AMOUNT	
				DOLS.	CTS.	DOLS.	CTS.
001	Install 16' black alum. pole 4' deep with poleset	118	ea.	43.	03	5077.	54
002	Install TC 100R luminaire and lamp	118	ea.	26.	90	3174.	20
003	Trench in earth - 20" deep	6770	L.F.	.	74	5009.	30
004	Bore or push 1 1/2" p.v.c. tubing under drives, streets, walks, trees, etc..	4689	L.F.	4.	39	20534.	21
005	Fire grading, seeding & Mulch	6770	L.F.	.	27	1827.	90
006	Install 2/C and/or 1/C #4 alum. wire in trench or conduit	12,975	L.F.	.	30	3892.	50
007	Install 10' Riser	5	ea.	22.	86	114.	50
	TOTAL BID					\$ 39,680.	25

def
OK RZF/SLF
12/10/80



SHEET 1 OF 1

PREPARED BY: Don Waldrop

DATE: 12-10-80

Wm Waldrop, V-Bus

☒ NEW CONSTRUCTION
☐ MAINT.

STREET LIGHTING

MATERIAL LIST

Stock No	ISSN	Part	MAST ARMS	Stock No	ISSN	Part	WIRE
14-31			6 FT. Wood Pole	4-100			3/4 #12 UF
14-33			30" " "	4-120			3/4 #10 UF
14-33			4 FT. " "	4-156			1/2 #8 UF
14-36			6 FT. " "	4-188			#8 VULKENE
14-37			8 FT. " "	4-360			3/4 #6 ALUM.
14-39			12 FT. 1 1/2" " "	4-363			3/4 #4 ALUM.
14-40			16 FT. 1 1/2" " "	4-380			1/2 #4 UF
14-43			6 FT. 2" " "	4-385	2975		3/4 #4 UF
14-45			12 FT. 2" " "	4-340			3/4 #2 DUCT CABLE
14-44			16 FT. 2" " "	18-44	2855		1/2 #12 TW
14-164			6 FT. 2" CONCRETE POLE				
14-172			15 FT. 2" " "				
14-455			11 FT. 10" 2" ALUM. POLE				CONDUIT
14-480			8 FT. COMP. TRAFFIC & LIGHTING	5-10			1/2"
14-490			6 FT. 2" FOR ALUM. POLE	5-11			3/4"
14-432			8 FT. 2" " "	5-12			1"
14-497			15 FT. 2" FOR 50 FT. POLE	5-13			1 1/4"
14-432			8 FT. FOR 14-490 POLE	5-14	150		1 1/2"
				5-15			2"
			FIXTURES				
14-69			PMA. 117	21-83			2" PLASTIC
14-124			175 WATT TOWN & Country	19-291	5000		1 1/2" TUBING
14-129			400 " " " "				
14-175			SING. STYLE AIR				CONTROLS
14-176			TWIN STYLE AIR				30 AMP
14-342			400 WATT MERC. W/PC		5		40 AMP
14-345			400 " " " N/PC				60 AMP
14-357			4 SIDED HAND 175W				100 AMP
14-355			175 W. LAMP SIDE				
14-358			4 SIDED HAND				PHOTO CELLS
14-359			175 W. PACKAGE Light				
14-365			175 W. W/PC				
14-366			175 W. CBN				
14-367			175 W. N/PC		5		1000 WATT 120 Volt.
	118		100 W. Sodium T.P.C.				1500 WATT 120 Volt.
			150 W. " ENCLOSED				1000 WATT 240 Volt.
14-384			250 W. " "				SHORTING CAP.
14-385			400 W. " "				
14-386			1000 W. " "				
14-387			250 W. " ELEM.	3-20			MISC.
			400 W. Flood MERC.	3-21			J. Hook
			1000 W. " "				GRIP
			1500 W. QUARTZ M.B.	19-267	38		TAPE (88)
			" " " N.B.				
			" " " W.B.				
			2 LAMP FLUOR.		5		90° ell - 1 1/2"
			4 " "				
			Socket Position		236		Mult. Comp. Fittings
			POLES				
14-71			18 FT. FOR PMA				
14-149			25 FT. ALUM. FOR TRANS. BASE				
14-163			25 FT. Concrete (IN LINE)				
14-163x			" " " (DEAD END)				
14-164			28 FT. " "				
14-165			28 FT. " (IN LINE)				
14-174			27 FT. " Half Down				
14-453			16 FT. EMBEDDED BLK				
14-452	118		16 FT. " SILVER				
14-454			12 FT. ANCHOR BASE BLK				
14-456			12 FT. " " SILVER				
14-459			8 FT. " " BLK				
14-470			30' " " UNIVERSAL				
14-472			30' " " O.H. ANCHOR				
14-474			30' " " " OVER EX				
14-476			35' " " UNIVERSAL				
14-478			35' " " 2-BKT				
14-479			35' " " 1-BKT				
14-490			35' " " TRANS. BASE				
14-491			TRANS. BASE - 35' POLE				
14-495			50' ALUM. TRANS. BASE				
14-496			TRANS. BASE - 50' POLE				

TO BE EXECUTED BY BIDDER AND SURETY COMPANY BEFORE DEPOSITING BID:

BIDDER'S BOND

Know All Men By These Presents:

That we THE WEIKEL LINE COMPANY, INC.

as principal and

RELiance INSURANCE COMPANY

and

as Sureties, are held and firmly bound unto the City of Fort Wayne, Indiana in the sum of 10% of Maximum Bid ----- Dollars (\$-----) to be paid to the said City of Fort Wayne, Indiana, or its successors or assigns, for the payment of which, well and truly to be made, we hereby bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

Signed and sealed at Fort Wayne, Indiana this 10th day of

December, 1980.

The condition of this obligation is such that if the accompanying bid or proposal of street lighting Crestwood Colony Addition Contract #147-80-002 Phase II made this day to the City of Fort Wayne, State of Indiana, is accepted, and the contract awarded to the above bidder, and the bidder shall, within ten (10) days after such award is made, enter into contract with the City of Fort Wayne, State of Indiana, for the work bid upon, and give bond as required: then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Signed at Fort Wayne, Indiana this 10th day of

December, 1980.

THE WEIKEL LINE COMPANY, INC.

BY: Richard V. Pres

Principal

RELiance INSURANCE COMPANY

BY: Fred L. Tagtmeyer

Surety

Fred L. Tagtmeyer
Attorney-in-fact



RELIANCE INSURANCE COMPANY

HEAD OFFICE, PHILADELPHIA, PENNSYLVANIA

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, That the RELIANCE INSURANCE COMPANY, a corporation duly organized under the laws of the State of Pennsylvania, does hereby make, constitute and appoint Bernard M. Niezer, Gerald C. Kramer, Gerald C. Kramer, Jr., Fred L. Tagtmeyer, Walter E. Manske and Louis H. Andrews, individually, of Fort Wayne, Indiana, its true and lawful Attorney-in-fact, to make execute, seal and deliver for and on its behalf, and as its act and deed any and all bonds and undertakings of Suretyship, _____

and to bind the RELIANCE INSURANCE COMPANY thereby as fully and to the same extent as if such bonds and undertakings and other writings obligatory in the nature thereof were signed by an Executive Officer of the RELIANCE INSURANCE COMPANY and sealed and attested by one other of such officers, and hereby ratifies and confirms all that its said Attorney(s)-in-fact may do in pursuance hereof.

This Power of Attorney is granted under and by authority of Article VII of the By-Laws of RELIANCE INSURANCE COMPANY which became effective May 11, 1962, which provisions are now in full force and effect, reading as follows:

ARTICLE VII - Execution of Bonds and Undertakings

SECTION 1. The Board of Directors, the President, or any Vice-President or Assistant Vice-President shall have power and authority to: (a) appoint Attorneys-in-fact and to authorize them to execute on behalf of the Company, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and (b) to remove any such Attorney-in-fact at any time and revoke the power and authority given to him.

SECTION 2. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power of attorney issued to them, to execute and deliver on behalf of the Company, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof. The corporate seal is not necessary for the validity of any bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under and by authority of the following Resolution adopted by the Board of Directors of RELIANCE INSURANCE COMPANY at a meeting held on the 8th day of May, 1959, at which a quorum was present, and said Resolution has not been amended or repealed:

"Resolved, that the signatures of such directors and officers and the seal of the Company may be affixed to any such power of attorney, or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached."

IN WITNESS WHEREOF, the RELIANCE INSURANCE COMPANY has caused these presents to be signed by its Vice-President, and its corporate seal to be hereto affixed, this 20th day of February 1973

RELIANCE INSURANCE COMPANY



J. H. McDermott
Vice-President

STATE OF Pennsylvania }
COUNTY OF Philadelphia } ss.

On this 20th day of February, 1973, personally appeared J. H. McDermott

_____, to me known to be the Vice-President of the RELIANCE INSURANCE COMPANY, and acknowledged that he executed and attested the foregoing instrument and affixed the seal of said corporation thereto, and that Article VII Section 1 and 2 of the By-Laws of said Company, set forth therein, is still in full force.

My Commission Expires:

April 26, 1976



Mercile Stollberger
Notary Public in and for State of Pennsylvania

Residing at Philadelphia

I, W. F. Brunner, Assistant Secretary of the RELIANCE INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said RELIANCE INSURANCE COMPANY, which is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company this 10th day of December 1980.

W. F. Brunner
Assistant Secretary



IN TESTIMONY WHEREOF, the bidder has hereunto set his hand this
_____ day of _____, 19____.

Bidder

IN TESTIMONY WHEREOF, the bidder (a firm) have hereunto set their
hands and seals this _____ day of _____, 19____.

FIRM NAME _____

(By _____

Individual
Names

(By _____

IN TESTIMONY WHEREOF, the bidder (a corporation) has caused this
proposal to be signed by its President and Secretary and affixed its
corporate seal this 10 th day of December, 1980.

SEAL



The Weikel Line Co., Inc
Name of Corporation

Don Weikel

President

Don Waldrop

Secretary

NOTE 1. If the bidder is a corporation, it is incorporated under the laws
of the State of Indiana.

If the bidder's proposal is accepted, the contract will be signed
by:

Don Weikel

Title: President

Don Waldrop

Title: Secretary

NOTE 2. Use this form if certified check accompanies bid:

Enclosed herewith find certified check for \$ _____, being
_____ % of the maximum bid herein, made payable to: _____

_____ The Name of Officer and Municipality

the proceeds of which are to remain the absolute property of said

_____ Municipality

if _____

_____ Bidder

shall not within _____ days after notice of acceptance of the within
bid, enter into a written contract, and secure said contract by a bond
for the full amount of the contract to the approval of the proper official
of said _____

Municipality

NOTE I. If the bidder is a corporation, it is incorporated under the laws of the State of _____.

If the bidder's proposal is accepted, the contract will be signed by:

TITLE:

TITLE:

NOTE II. Use this form if cashier's or certified check accompanies bid:

Enclosed herewith find cashier's or certified check for \$ _____, being 10% of the maximum bid herein, made payable to:

Name of Officer and Municipality

the proceeds of which are to remain the absolute property of said _____

Municipality

If _____

Bidder

shall not within _____ days after notice of acceptance of the within bid, enter into a written contract, and secure said contract by a bond for the full amount of the contract to the approval of the proper officials of said _____

Municipality

NOTE III. Use this form if bidder's bond accompanies bid:

Enclosed herewith find a bidder's bond in an amount equal to ten (10) percent of maximum bid herein, subject to the approval of the Board of Public Works, conditioned as follows: that if the Board of Public Works shall award The Weikel Line Co., Inc. the contract for said work, and if The Weikel Line Co., Inc. shall enter into a contract and furnish a 100% performance bond as required within 10 days from the date he is notified of the acceptance of his bid, then the obligation of said bond shall be null and void, otherwise to remain in full force and effect.

PERFORMANCE AND GUARANTEE BOND

KNOW ALL MEN BY THESE PRESENTS, that we _____
as Principal, and the _____

_____, a corporation organized under the laws of the
State of _____, and duly authorized to transact business in the
State of Indiana, as Surety, are held firmly bound unto the City of Fort Wayne,
Indiana, an Indiana Municipal Corporation in the sum of _____

(\$ _____), for the payment whereof well and truly to be made,
the Principal and Surety bind themselves, their heirs, executors, administrators,
successors and assigns, jointly and severally, firmly by these presents. The
condition of the above obligation is such that

WHEREAS, the Principal did on the _____ day of _____, 19____,
enter into a contract with the City of Fort Wayne to construct

at a cost of \$ _____, according to certain plans and specifications
prepared by or approved by the City.

WHEREAS, the grant of authority by City to so construct such improvement
provides:

1. That said improvement shall be completed according to said plans and
specifications, and contractor shall warrant and guarantee all work, mater-
ial, and conditions of the improvement for a period of one (1) year from
the date of final acceptance in writing by the Owner;

There shall be filed with the City, within thirty (30) days after comple-
tion, a Completion Affidavit;

Principal is required to agree to make such adjustments, modifica-
tions and repairs as required by the City within thirty (30) days after
completion.

WHEREAS, said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work or to the specifications.

NOW THEREFORE, if the principal shall faithfully perform all of the terms and conditions required of it by the contract and shall for one (1) year after acceptance of said improvement by City warrant and guarantee said improvement and shall indemnify the City for all loss that City may sustain by reason of the Principal's failure to comply with any of the terms of the authorization, then this obligation shall be void, otherwise it shall remain in full force and effect.

(Contractor)

BY: _____

ITS: _____

ATTEST:

(Title) CORPORATE SECRETARY

Surety

*BY: _____

Authorized Agent
(Attorney-in-Fact)

*If signed by an agent, power of attorney must be attached

ATTACH POWER OF ATTORNEY

NON-COLLUSION AFFIDAVIT

The bidder, by its officers and _____

agents or representatives present at the time of filing this bid, being duly sworn on their oaths, say that neither they nor any of them have in any way, directly or indirectly, entered into any arrangement or agreement with any other bidder, or with any public officer of such City of Fort Wayne, Indiana, whereby such affiant or affiants or either of them, has paid or is to pay to such other bidder or public officer any sum of money, or has given or is to give such other bidder or public officer anything of value whatever, or such affiant or affiants or either of them has not directly or indirectly, entered into any arrangement or agreement with any other bidder or bidders, which tends to or does lessen or destroy free competition in the letting of the contract sought for by the attached bids, that no inducement of any form or character other than that which appears upon the face of the bid will be suggested, offered, paid or delivered to any person whomsoever to influence the acceptance of the said bid or awarding of the contract, nor has this bidder any agreement of understanding of any kind whatsoever, with any person whomsoever to pay, deliver to, or share with any other person in any way or manner, any of the proceeds of the contract sought by this bid.

Don Weikel, President

Don Waldrop, Vice-President

Subscribed and sworn to before me by Don Weikel
this 10 th day of December, 19 80.

Edwin Pruesse

Notary Public- Edwin Pruesse

My Commission Expires: 9-15-83

Subscribed and sworn to before me by Don Waldrop
this 10 th day of December, 19 80.

Edwin Pruesse
Notary Public- Edwin Pruesse

My Commission Expires: 9-15-83

Subscribed and sworn to before me by _____
this _____ day of _____, 19 ____.

Notary Public

My Commission Expires: _____

CERTIFICATE IN LIEU OF FINANCIAL STATEMENT

I, Don Waldrop, the Vice-President
(Name)

and Secretary of The Weikel Line Co., Inc.
(Position) (Company)

hereby certify:

(1) That the Financial Statement of said company, (filed November 6, 1980) dated the 31 st day of March, 1980, now on file in the office of the Board of Public Works of the City of Fort Wayne, Indiana, which Financial Statement is by reference incorporated herein and made a part hereof, is a true and correct statement and accurately reflects the financial condition of said company as of the date hereof;

(2) That I am familiar with the books of said company showing its financial condition and am authorized to make this certificate on its behalf.

Dated: December 10, 1980

Don Waldrop
(Signature) Don Waldrop

SUBSCRIBED AND SWORN TO before me, a Notary Public in and for said County and State, this 10 th day of December, 1980.

Edwin Pruesse
Edwin Pruesse

My commission expires:

9-15-83

CERTIFICATE IN LIEU OF
EQUAL EMPLOYMENT STATEMENT AND
AFFIRMATIVE ACTION PROGRAM

I Don Waldrop, the Vice-President, of The Weikel Line Co., Inc
(name) (position) (company)

hereby certify:

- (1) That the Equal Employment Statement and the Affirmative Action Program of said company, dated the 6 th day of November, 1980, is now on file with the Equal Employment Opportunity Office of the City of Fort Wayne, Indiana.
- (2) That the Equal Employment Statement and the Affirmative Action Program has been approved by the Equal Employment Opportunity Officer of the City of Fort Wayne, Indiana.
- (3) That said company ~~is~~ is not Signatory to the Fort Wayne and Area Plan either by direct agreement to the Plan or by virtue of a contract agreement with a Union that is signatory to the Plan.

Dated: December 10, 1980
State of Indiana
County of Allen

Don Waldrop
Don Waldrop

(signature)

Edwin Pruesse
Notary - Edwin Pruesse

My commission expires:

Seal:

9-15-83

Resident of

ALLEN

County

EQUAL OPPORTUNITY CLAUSE

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally

assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: PROVIDED, HOWEVER, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

BILL NO. G-78-10-41 (as amended)

GENERAL ORDINANCE NO. G-34-78 (as amended)

AN ORDINANCE amending Chapter 15 of the Code of the City of Fort Wayne, Indiana of 1974.

BE IT ENACTED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That Section 15-13 "Employment under Municipal Contract," Article III, Chapter 15 of the Code of the City of Fort Wayne, Indiana of 1974 is amended to be and read as follows, to wit:

"Sec. 15-13 Same - Under Municipal Contract.

15-13-1 Definitions. As used in this Section, the following words have these meanings:

- a. The terms "Discriminates," "discriminating," "discriminatory" mean and include:
 - (1) to promote segregation or separation in any manner, to treat any person differently, or to exclude from or fail or refuse to extend to any person equal opportunities with respect to hiring, termination, compensation, or other terms, conditions or privileges of employment, because of the race, religion, sex, color, national origin or handicap of any such person;
 - (2) also, to fail to make reasonable accommodation to the known physical or mental limitations of an otherwise qualified handicapped employee;
 - (3) also, to fail to make reasonable accommodation to the religious observance or practice of any employee or prospective employee unless the employer can demonstrate that the accommodation would impose an undue hardship on the conduct of the employer's business;
 - (4) also, to make, print or publish, or cause to be made, printed or published any notice, statement, or advertisement with respect to employment that indicates a preference, limitation, specification or discrimination based on race, sex, religion, color, national origin or handicap;
 - (5) the following practices are not included in the meaning of "discrimination":
 - (a) for any not-for-profit association, incorporated or otherwise, organized exclusively for fraternal or religious purposes, to devote its resources to its own religion or denomination, or to give employment preference to its own members,

- (b) for any not-for-profit association, incorporated or otherwise, established for the purpose of offering or providing education, training or other social services and benefits to handicapped persons, to devote its resources to such handicapped persons with respect to such education, training or social services and benefits.
- b. The term "handicap" means and includes:
- (1) any physical or mental impairment which substantially limits one or more of a person's major life activities; or
 - (2) a record of such an impairment, and includes,
 - (3) a person who is regarded as having such an impairment; provided that,
 - (4) this term does not include drug or alcohol abuse or addiction.
- c. The term "obstruct" means and includes the actions of any person knowingly obstructing the fair and lawful enforcement of this Article of this Chapter by coercing or intimidating any complainant or prospective complainant, or any witness to any act of discrimination as defined herein, after such person has received actual notice of a discrimination charge or has been served notice of a complaint filed.
- d. The term "retaliate" means and includes the actions of any person in discriminating against any other person with regard to, or denying any other person access to or opportunities in employment, because any such other person has opposed any practice made unlawful by this Article of this Chapter, or because such other person has made a charge, testified, assisted or participated in any manner in an investigation, proceeding, or hearing under this Article of this Chapter.

15-13-2 Mandatory Covenants. Every contract for or on behalf of the City of Fort Wayne for the construction, alteration or repair of any public building or public work or the performance of any other work or service shall contain provisions by which the contractor agrees, as follows:

- a. That in the performance of work under such contract or any subcontract thereunder, the contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor, will not discriminate against any person who is qualified and available to perform the work to which the employment relates.
- b. That such contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor will not obstruct the enforcement of this Article of this Chapter.
- c. That such contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor will not retaliate against any person.

15-13-3 Enforcement. Enforcement of this Article of this Chapter shall be through order of the Board of Public Works, in the following manner:

- a. Whenever any member of the Board of Public Works, or whenever the Affirmative Action Officer who is assigned to help watch over public contracts has reason to believe that any of the provisions hereof have been violated, the matter may be referred to the Metropolitan Human Relations Commission for investigation and initiation of discrimination charges against the contractor or subcontractor. Cases over which the Commission has no jurisdiction shall be investigated by said Affirmative Action Officer.
- b. A final order of the Metropolitan Human Relations Commission shall be forwarded to the Board of Public Works, which may invoke one of the remedies set forth in Sub Section 15-13-4 hereof. If it is a matter over which the Metropolitan Human Relations Commission has no jurisdiction, the Board of Public Works shall conduct a hearing to determine whether there has been a breach of this Article of this Chapter. In so doing, the Board may call upon the Commission for consultation.

15-13-4 Remedies. Upon finding that a contractor or sub-contractor or any person acting on behalf of such contractor or subcontractor has violated a provision or provisions of this Article of this Chapter, whether discriminating, obstructing, retaliating, or otherwise, the Board of Works may:

- a. Deduct from the amount payable to the contractor by the City of Fort Wayne under such contract a penalty of no less than ten dollars (\$10.00) per day, per violation, nor more than one thousand dollars (\$1,000.00) per day, per violation. Each day on which a continuing violation exists, shall be deemed a separate offense; or,
- b. The Board of Works may cancel or terminate the contract, and all money due or to become due thereunder may be forfeited, for a second or any subsequent violation of this article of this Chapter.

SECTION 2. That Chapter 15, Article III, of the Code of the City of Fort Wayne, Indiana of 1974 is further amended by adding thereto a new section 15-13A, which shall be and read as follows, to wit:

"Sec. 15-13A. A verbatim copy of Sec. 15-13 may be attached as an exhibit to and incorporated in and made a part of any contract made by or on behalf of the City of Fort Wayne, Indiana for any public work; which shall constitute compliance with Sec. 15-13-2."

IN RE:

WAGE SCALE

CODE: S-SKILLED
 SS-SEMI SKILLED
 US-UNSKILLED
 IF-INDUSTRIAL FUND
 PW-PER WEEK

We, the undersigned committee, being appointed to prepare a schedule of the prevailing wages to be paid in connection with, ALL CONSTRUCTION AND MAINTENANCE CONTRACTS AWARDED BY THE BOARD OF WORKS, CITY OF FT. WAYNE, INDIANA, DURING THE MONTHS OF OCTOBER, NOVEMBER, AND DECEMBER 1980.

In compliance with the provisions of CHAPTER § 319 of the acts of the GENERAL ASSEMBLY of INDIANA, 1935, have established a schedule as hereinafter set forth for the following trade to wit;

TRADES OR OCCUPATION

ASBESTOS WORKER

BOILERMAKER

BRICKLAYER

CARPENTER (BUILDING)
(HIGHWAY)

CEMENT MASON

ELECTRICIAN

ELEVATOR CONSTRUCTOR

GLAZIER

IRON WORKER

LABORER (BUILDING)
(HIGHWAY)
(SEWER)

LATHER

MILLWRIGHT & PILEDRIVER

OPERATING ENGINEER (BUILDING)
(HIGHWAY)
(SEWER)

PAINTER

PLASTERER

PLUMBER & STEAMFITTER

MOSAIC & TERRAZZO GRINDER

ROOFER

SHEETMETAL WORKER

TEAMSTER (BUILDING)
(HIGHWAY)

CLASS	RATE PER HR.	H&W	PEN	VAC	APP.	MISC.
S	15.00	.55	1.25			3if
S	14.25	1.27½	1.00		3¢	
S	13.11	.67	.80		2¢	6if
S	11.80	.70	6¢		2¢	4if
S	11.93	.70	.70		5¢	2if
S	11.85	.75	.80		2¢	
S	14.05	.55	3¢+50		6¢	1½if
S	13.53½	1.19½	.95	8¢	3½¢	
S	11.79		.25	.40	4¢	28¢holid 25¢annui
S	13.35	1.00	1.60		4¢	2if
S-SS US	9.35-10.35	.85	.75		9¢	
S-US-SS	9.00-9.85	.85	.75		9¢	
S-US-SS	9.00-9.85	.85	.75		9¢	
S	12.33		.80		1¢	3if
S	12.20	.70	6¢		2¢	4if
S-SS US	9.40-14.00	.75	.90		10¢	
S-SS-US	9.29-12.44	.75	.65		10¢	
S-SS-US	9.29-12.44	.75	.65		10¢	
S	10.70-11.70	.60	1.00		12¢	6misc.
S	11.77	.60	.80			
S	14.48	.85	.90		7¢	7if
S	9.50-11.50					
S	12.90		.40			
S	13.93	.72	.77		14¢	46¢asmi 15if
S-SS US	10.60½-11.55½	39.50pw	41.00pw			
S-SS-US	10.66-11.41	34.50pw	41.00pw			

If any CLASSIFICATIONS are OMITTED IN THE ABOVE SCHEDULE, THE PREVAILING WAGE SCALE SHALL BE PAID. The above and forgoing shall be the minimum prevailing wage scale for this project set by the wage scale committee, but in no way shall it prevent the contractor or sub-contractor from paying a higher rate of wages than set out in the schedule of wages on file.

IS 86 DAY OF Sept 19 80

Steve Stoney
 REPRESENTING GOVERNOR, STATE OF INDIANA

Frank M. Rice
 REPRESENTING THE AWARDED AGENT.

PROJECT CRESTWOOD COLONY ADDITION PHASE II

BID ANALYSIS SHEET

OFFICE OF CITY ENGINEER
FORT WAYNE INDIANA

DATE 12/10/80

RES. NO. 147-80-002

MATERIAL

CONTRACTORS			ESTIMATE	EXTENSION	The Weikel Line Co. Inc.		Biggs Electrical Const. Inc.		T & F Construction Corporation		H.G. Gilbert Corporation		Service Electric Inc.	
STREETS—ALLEYS—SIDEWALKS	QUAN	UNIT MATERIAL			UNIT BID	TOTAL BID	UNIT BID	TOTAL BID	UNIT BID	TOTAL BID	UNIT BID	TOTAL BID	UNIT BID	TOTAL BID
118	ea.	Install 16' blk. alum. poles 4' deep with poleset	\$ 66.00	\$ 7,788.00	\$ 43.03	\$ 5,077.54	\$ 51.20	\$ 6,041.60	\$ 75.00	\$ 3,350.00	\$ 65.00	\$ 7,671.00	\$ 110.00	\$ 12,980.00
118	ea.	Install TC 100R Luminaire & Lamp	45.00	5,310.00	26.90	3,174.20	27.20	3,209.60	42.50	5,015.00	47.25	5,575.50	42.19	4,978.42 *
6770	L.F.	Trench in earth -20" deep	1.40	9,478.00	.74	5,009.80	0.98	6,634.60	1.80	12,186.00	1.30	8,801.00	1.95	13,201.50 *
689	L.F.	Bore or push 1 1/2" p.v.c. tubing under drives, walks, streets, trees, etc....	6.00	28,134.00	4.39	20,584.71	5.04	23,632.56	3.80	17,518.20	6.00	28,131.00	2.53	11,863.17 *
5770	L.F.	Fine grading, seeding, mulch	\$ 0.50	3,385.00	0.27	1,827.90	0.32	2,166.40	0.35	2,369.50	0.60	4,061.00	1.67	11,305.90 *
12,975	L.F.	Install 2/C and/or 1/C #4 alum wire in trench or conduit	\$ 0.55	7,136.25	0.30	3,872.50	0.36	4,671.00	0.30	2,392.50	0.65	8,451.75	.94	12,196.50 *
5	ea.	Install 10' Riser	50.00	250.00	22.86	114.30	27.20	136.00	45.00	225.00	45.90	211.50	120.00	600.00
		TOTAL BID		\$ 61,481.25		\$ 39,680.95		\$ 46,491.76		\$ 52,356.20		\$ 62,911.75		\$ 67,125.49 *
		Material furnished by City		\$ 41,544.60		\$ 41,544.60		\$ 41,544.60		\$ 41,544.60		\$ 41,544.60		\$ 41,544.60
		Engineering & Inspection		\$ 10,302.58		\$ 10,302.58		\$ 10,302.58		\$ 10,302.58		\$ 10,302.58		\$ 10,302.58
		Labor by City Forces		\$ 1,452.50		\$ 1,452.50		\$ 1,452.50		\$ 1,452.50		\$ 1,452.50		\$ 1,452.50
		Advertising		\$ 20.00		\$ 20.00		\$ 20.00		\$ 20.00		\$ 21.00		\$ 20.00
		TOTAL CONTRACT		\$114,800.93		\$ 93,000.63		\$ 99,811.44		\$ 112,575.88		\$ 116,221.13		\$ 120,445.17
		% Over/Under				-35.46%		-24.38%		-2.10%		+ 2.31 %		+ 9.81 %

* This denotes errors

OFFICE OF CITY ENGINEER
FORT WAYNE INDIANA

RES. NO. 147-80-002

MATERIAL

ESTIMATE

EXTENSION

The Weikel Line Co., Inc.	
UNIT BID	TOTAL BID

Biggs Electrical Const. Inc.	
UNIT BID	TOTAL BID

T & F Construction Corporation	
UNIT BID	TOTAL BID

H.G. Gilbert Corporation	
UNIT BID	TOTAL BID

Service Electric Inc.	
UNIT	TOTAL
BID	BID

STREETS—ALLEYS—SIDEWALKS
UAN UNIT MATERIAL

118	ea.	Install 16' blk. alum.poles 4' deep with poleset	\$ 66.00	\$ 7,788.00	\$ 43.03	\$ 5,077.54	\$ 51.20	\$ 6,041.60	\$ 75.00	\$ 3,850.00	\$ 65.00	\$ 7,671.00	\$ 110.00	\$ 12,980.00
118	ea.	Install TC 100R Luminaire & Lamp	45.00	5,310.00	26.90	3,174.20	27.20	3,209.60	42.50	3,015.00	47.25	5,577.50	42.19	4,978.12 4,979.00 *
6770	L.F.	Trench in earth -20" deep	1.40	9,478.00	.74	5,009.80	0.98	6,634.60	1.80	12,186.00	1.30	8,801.00	1.95	13,201.50 *
4689	L.F.	Bore or push 1 1/2" p.v.c. tubing under drives,walks, streets, trees,etc....	6.00	28,134.00	4.39	20,584.71	5.04	23,632.56	3.80	17,818.20	6.00	28,131.00	2.53	13,202.00 *
6770	L.F.	Fine grading,seeding,mulch	\$ 0.50	3,385.00	0.27	1,827.90	0.32	2,166.40	0.35	2,369.50	0.60	4,061.00	1.67	11,305.90 *
12,975	L.F.	Install 2/C and/or 1/C #14 alumi- wire in trench or conduit	\$ 0.55	7,136.25	0.30	3,892.50	0.36	4,671.00	0.30	3,392.50	0.65	8,453.75	.94	11,306.00 *
5	ea.	Install 10' Riser	50.00	250.00	22.86	114.30	27.20	136.00	45.00	225.00	45.90	237.50	120.00	12,196.50 *
														12,197.00 *
		TOTAL BID		\$ 61,481.25		\$ 39,680.95		\$ 46,491.76		\$ 52,356.20		\$ 62,907.75		\$ 67,125.49 67,127.00 *
		Material furnished by City		\$ 41,544.60		\$ 41,544.60		\$ 41,544.60		\$ 41,544.60		\$ 41,544.60		\$ 41,544.60
		Engineering & Inspection		\$ 10,302.58		\$ 10,302.58		\$ 10,302.58		\$ 10,302.58		\$ 10,302.58		\$ 10,302.58
		Labor by City Forces		\$ 1,452.50		\$ 1,452.50		\$ 1,452.50		\$ 1,452.50		\$ 1,452.50		\$ 1,452.50
		Advertising		\$ 20.00		\$ 20.00		\$ 20.00		\$ 20.00		\$ 20.00		\$ 20.00
X		TOTAL CONTRACT		\$114,800.93		\$ 93,000.63		\$ 99,811.44		\$ 113,675.88		\$ 116,227.43		\$ 120,445.17
		% Over/Under				-35.46%		-24.38%		-9.10%		+ 2.31 %		+ 9.81 %
												* This denotes errors		

OFFICE OF CITY ENGINEER

DATE 12/10/80

RES. NO. 147-80-002

MATER

FORT WAYNE INDIANA

CONTRACTORS			ESTIMATE	EXTENSION	The Weikel Line Co. Inc.		T & F Construction Corporation		H.G. Gilbert Corporation		Service Electric Inc.	
STREETS	ALLEYS	SIDEWALKS			UNIT BID	TOTAL BID	UNIT BID	TOTAL BID	UNIT BID	TOTAL BID	UNIT BID	TOTAL BID
118	ea.	Install 16' blk. alum.poles 4' deep with poleset	\$ 66.00	\$ 7,788.00	\$ 43.03	\$ 5,077.54	\$ 75.00	\$ 3,350.00	\$ 65.00	\$ 7,670.00	\$ 110.00	\$ 12,980.00
118	ea.	Install TC 100R Luminaire & Lamp	45.00	5,310.00	26.90	3,174.20	42.50	5,015.00	47.25	5,575.50	42.19	4,978.42
6770	L.F.	Trench in earth -20" deep	1.40	9,478.00	.74	5,009.80	1.80	12,186.00	1.30	8,801.00	1.95	13,201.50
689	L.F.	Bore or push 1 1/2" p.v.c. tubing under drives,walks, streets, trees,etc....	6.00	28,134.00	4.39	20,584.71	3.80	11,818.20	6.00	28,131.00	2.53	11,863.00
6770	L.F.	Fine grading,seeding,mulch	\$ 0.50	3,385.00	0.27	1,827.90	0.35	2,369.50	0.60	4,001.00	1.67	11,305.90
12,975	L.F.	Install 2/C and/or 1/C #4 alum wire in trench or conduit	\$ 0.55	7,136.25	0.30	3,892.50	0.30	3,392.50	0.65	8,431.75	.94	12,196.50
5	ea.	Install 10' Riser	50.00	250.00	22.86	114.30	45.00	225.00	45.90	229.50	120.00	600.00
TOTAL BID				\$ 61,481.25	\$ 39,680.95	\$ 52,356.20	\$ 62,933.75	\$ 67,125.49	\$ 67,127.00			
Material furnished by City				\$ 41,544.60	\$ 41,544.60	\$ 41,544.60	\$ 41,544.60	\$ 41,544.60	\$ 41,544.60			
Engineering & Inspection				\$ 10,302.58	\$ 10,302.58	\$ 10,302.58	\$ 10,302.58	\$ 10,302.58	\$ 10,302.58			
Labor by City Forces				\$ 1,452.50	\$ 1,452.50	\$ 1,452.50	\$ 1,452.50	\$ 1,452.50	\$ 1,452.50			
Advertising				\$ 20.00	\$ 20.00	\$ 20.00	\$ 20.00	\$ 20.00	\$ 20.00			
TOTAL CONTRACT				\$114,800.93	\$ 93,000.63	\$ 112,675.88	\$ 116,225.43	\$ 120,445.17	\$ 120,445.17			
% Over/Under					-35.46%	-12.10%	+ 2.31 %	+ 9.81 %				
* This denotes errors												

5194

Admn. Appr. _____

DIGEST SHEET

S-81-02-14

TITLE OF ORDINANCE To light the Crestwood Colony Addition Phase II with underground wiring.

DEPARTMENT REQUESTING ORDINANCE Board of Public Works

SYNOPSIS OF ORDINANCE Contract Res. No. 147-80-002, to light the Crestwood Colony Addition Phase II with underground wiring. The Wiekel Line Company, Inc.

EFFECT OF PASSAGE To install ornamental street lighting in Crestwood Colony Addition.

EFFECT OF NON-PASSAGE Street lighting will not be installed.

MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS) \$39,680.95

A maximum cost of \$3.27 per lineal front foot of property shall be assessed upon

real estate abutting streets in addition.

ASSIGNED TO COMMITTEE (PRESIDENT) _____

City Attorney